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B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court District of South Carolina

In re	Dwight Evans Funderburk, Sr.		Case No.	12-04785		
•		Debtor				
			Chapter_		7	
			1			

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	5	800.00		
B - Personal Property	Yes	10	259,985.24		
C - Property Claimed as Exempt	Yes	2			
D - Creditors Holding Secured Claims	Yes	1		0.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	6		9,868,956.90	
G - Executory Contracts and Unexpired Leases	Yes	7			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			21,054.00
J - Current Expenditures of Individual Debtor(s)	Yes	1			14,869.40
Total Number of Sheets of ALL Schedu	ules	35			
	T	otal Assets	260,785.24		
		١	Total Liabilities	9,868,956.90	

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Form 6 - Statistical Summary (12/07)

United States Bankruptcy Court District of South Carolina

	Dwight Evans Funderburk, Sr.		Case No 12 -	-04785
		Debtor	Chapter	7
5	STATISTICAL SUMMARY OF CERTAIN	LIABILITIES A	ND RELATED DA	ATA (28 U.S.C. § 159
If yo a ca	ou are an individual debtor whose debts are primarily consume se under chapter 7, 11 or 13, you must report all information re	er debts, as defined in § equested below.	101(8) of the Bankruptcy	Code (11 U.S.C.§ 101(8)),
	Check this box if you are an individual debtor whose debts report any information here.	are NOT primarily con	sumer debts. You are not i	required to
	s information is for statistical purposes only under 28 U.S. amarize the following types of liabilities, as reported in the	-	hem.	
Ту	pe of Liability	Amount		
Do	mestic Support Obligations (from Schedule E)			
	xes and Certain Other Debts Owed to Governmental Units			
Cla (fr	nims for Death or Personal Injury While Debtor Was Intoxicated om Schedule E) (whether disputed or undisputed)			
Stı	ident Loan Obligations (from Schedule F)			
Do Ob	mestic Support, Separation Agreement, and Divorce Decree ligations Not Reported on Schedule E			
	ligations to Pension or Profit-Sharing, and Other Similar Obligations om Schedule F)			
	TOTAL			
Sta	ate the following:			
Av	erage Income (from Schedule I, Line 16)			
Av	erage Expenses (from Schedule J, Line 18)			
	rrent Monthly Income (from Form 22A Line 12; OR, rm 22B Line 11; OR, Form 22C Line 20)			
Sta	ate the following:			
-	Total from Schedule D, "UNSECURED PORTION, IF ANY" column			
2.	Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column			
3.	Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column			
4.	Total from Schedule F			
5	Total of non-priority unsecured debt (sum of 1, 3, and 4)			

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B6A (Official Form 6A) (12/07)

In re	Dwight Evans Funderburk, Sr.		Case No	12-04785	
_		Debtor			

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Real Property: Vacant lot located at Walker Street TMS#6856-354-440		-	300.00	0.00
County: Greenwood Acreage: Unknown Source of Valuation: Tax Value				
Real Property: Vacant lot located at 305 Gambrell Street TMS#6856-341-341		-	500.00	0.00

County: Greenwood Acreage: Unknown

Source of Valuation: Tax Value

Sub-Total > 800.00 (Total of this page) 800.00 Total >

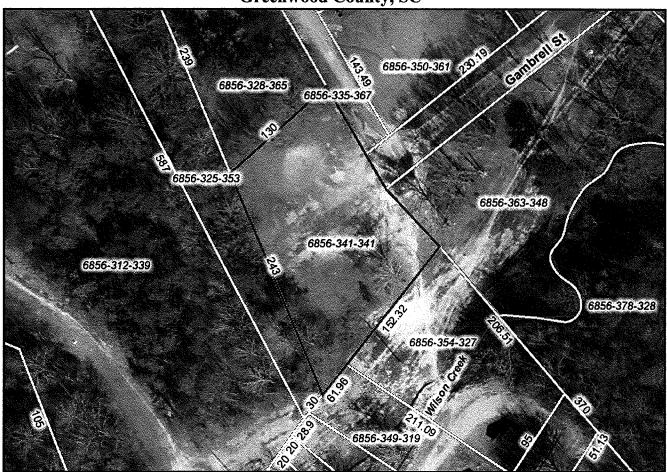
Results 1 - 1 of 1

FUNDERBURK DWIGHT E 305 GAMBRELL ST

Parcel ID	<u>6856-341-341</u> 🍕
Owner Name	FUNDERBURK DWIGHT E
Mailing Address	PO BOX 3304
City State Zip	GREENWOOD, SC 29648-3304
Tax Estimator	Get Tax Estimate
Tax History	Show Taxes
Purchase Date	Saturday, January 19, 1985
Deed	305-432
Plat	47-144
Property Address	305 Gambrell St
Subdivision	
Description	1 LOT (.717 AC)
Year Built	0
Square Footage	0
Total Tax Value	<u>\$500</u>
Total Cap Value	<u>\$600</u>
Total Market Value	<u>\$500</u>
Assessed Value	30
Bedrooms	0
Bathrooms	0
HalfBaths	0
Finis. Basement SqFt	0
Unfin. Basement SqFt	0
Tax Exemption	
Appraised By	County
Tax District	9-City of Greenwood
On Lake Greenwood	N



Greenwood County, SC



Parcel ID	6856-341-341	Total Cap Value	\$600
Owner Name	FUNDERBURK DWIGHT E	Total Market Value	\$500
Mailing Address	PO BOX 3304	Assessed Value	30
City State Zip	GREENWOOD, SC 29648-3304	Bedrooms	0
Purchase Date	Saturday, January 19, 1985	Bathrooms	0
Deed	305-432	HalfBaths	0
Plat	47-144	Finis. Basement SqFt	0
Property Address	305 Gambrell St	Unfin. Basement SqFt	0
Subdivision		Tax Exemption	
Description	1 LOT (.717 AC)	Appraised By	County
Year Built	0	Tax District	9-City of Greenwood
Square Footage	0	On Lake Greenwood	N
Total Tax Value	\$500		

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 97 feet

Results 1 - 1 of 1

☐ Parcels Comparable Properties

III FUNDERBURK DWIGHT **WALKER AV**

Parcel ID	<u>6856-354-440</u>
Owner Name	FUNDERBURK DWIGHT
Mailing Address	PO BOX 3304
City State Zip	GREENWOOD, SC 29648-3304
Tax Estimator	Get Tax Estimate
Tax History	Show Taxes
Purchase Date	Monday, May 09, 1983
Deed	293-520
Plat	0
Property Address	Walker Av
Subdivision	
Description	1 LT
Year Built	0
Square Footage	0
Total Tax Value	<u>\$300</u>
Total Cap Value	<u>\$400</u>
Total Market Value	<u>\$300</u>
Assessed Value	20
Bedrooms	0
Bathrooms	0
HalfBaths	0
Finis. Basement SqFt	0
Unfin. Basement SqFt	0
Tax Exemption	
Appraised By	County
Tax District	9-City of Greenwood
On Lake Greenwood	N



Greenwood County, SC



Parcel ID	6856-354-440	Total Cap Value	\$400
Owner Name	FUNDERBURK DWIGHT	Total Market Value	\$300
Mailing Address	PO BOX 3304	Assessed Value	20
City State Zip	GREENWOOD, SC 29648-3304	Bedrooms	0
Purchase Date	Monday, May 09, 1983	Bathrooms	0
Deed	293-520	HalfBaths	0
Plat	0	Finis. Basement SqFt	0
Property Address	Walker Av	Unfin. Basement SqFt	0
Subdivision		Tax Exemption	
Description	1 LT	Appraised By	County
Year Built	0	Tax District	9-City of Greenwood
Square Footage	0	On Lake Greenwood	N
Total Tax Value	\$300		

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 98 feet

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B6B (Official Form 6B) (12/07)

In re	Dwight Evans Funderburk, Sr.		Case No	12-04785	
-	-	Debtor			

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

	Type of Property	N O N Description and Location of Property E	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1.	Cash on hand	Cash on Hand	-	900.00
2.	Checking, savings or other financial	Checking Account with First Citizens	-	6,081.82
	accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and	Checking Account with Enterprise Bank of SC	-	8,357.79
	homestead associations, or credit unions, brokerage houses, or	Checking Account with Parksterling Bank	-	272.11
	cooperatives.	Checking Account with Bank of Walterboro	-	389.52
3.	Security deposits with public utilities, telephone companies, landlords, and others.	x		
4.	Household goods and furnishings, including audio, video, and computer equipment.	Household Goods and Furnishings	-	6,025.00
5.	Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	x		
6.	Wearing apparel.	Clothing	-	1,000.00
7.	Furs and jewelry.	Movado Watch (7852885) Market Value: \$500.00	-	550.00
		Timex Watch Market Value: \$50.00		

Sub-Total >	23,576.24
(Total of this page)	

⁴ continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re	Dwight Evans Funderburk, Sr.	Case No. <u>12-04785</u>

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

	Type of Property	N O Description and Location of Property E	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
8.	Firearms and sports, photographic, and other hobby equipment.	Remington 22 LR Model 66 Market Value: \$100.00	-	825.00
		Browning 22 LR Buck Mark Market Value: \$100.00		
		Ruger 22 Cal Single Six Market Value: \$125.00		
		New England Arms Single Shot 410-531 Market Value: \$75.00		
		Marlin 22 LR Market Value: \$75.00		
		Browning XBolt 308 Market Value: \$350.00		
9.	Interests in insurance policies.	Life Insurance Policy	-	7,685.00
	Name insurance company of each policy and itemize surrender or refund value of each.	INSURANCE COMPANY: John Hancock NAME OF INSURED: Dwight E Funderburk POLICY NUMBER: VL000745963 FACE VALUE: \$100,000.00 BENEFICIARY: Dwight E Funderburk, II CASH VALUE: \$7,685.00		
		DATE POLICY ACQUIRED: 7/16/1987 MONTHLY PREMIUM: \$159.08		
		Life Insurance Policy	-	21,453.00
		INSURANCE COMPANY: John Hancock NAME OF INSURED: Dwight E Funderburk POLICY NUMBER: VL000237925 FACE VALUE: \$100,000.00 BENEFICIARY: Dwight E Funderburk, II CASH VALUE: \$21,453.00		
		DATE POLICY ACQUIRED: 4/3/1984 MONTHLY PREMIUM: \$135.16		

Sub-Total > 29,963.00 (Total of this page)

(Total of this page

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B6B (Official Form 6B) (12/07) - Cont.

In re	Dwight Evans Funderburk, Sr.	Case No. 12-04785
_	·	,

Debtor

SCHEDULE B - PERSONAL PROPERTY

	Type of Property	N O N E	Description and Location of Property	Joint, Oi	Current Value of Debtor's Interest in Property without Deducting any Secured Claim or Exemption
		Variab	ole Life Insurance Policy	-	0.00
		NAME POLIC FACE BENE	RANCE COMPANY: OF INSURED: Dwight E Funderburk BY NUMBER:FLV003071547 VALUE: \$400,000.00 FICIARY: Dwight E Funderburk, II VALUE: n/a		
			POLICY ACQUIRED: 7/20/1990 HLY PREMIUM: \$521.66		
		Life In	surance Policy	-	3,446.00
		NAME POLIC FACE BENE	RANCE COMPANY: unknown OF INSURED: Wesley H Funderburk BY NUMBER: VL000819951 VALUE: \$68,093.00 FICIARY: Dwight E Funderburk VALUE: \$3,446.00		
			POLICY ACQUIRED: 2/10/1988 HLY PREMIUM: \$303.50		
0.	Annuities. Itemize and name each issuer.	Privat	e Annuity	-	Unknown
1.	Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
2.	Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
3.	Stock and interests in incorporated and unincorporated businesses.	1% int Green	erest in Triangle Construction, Inc of wood	-	0.00
	Itemize.	100%	interest in 639 Acquisitions, LLC	-	0.00
4.	Interests in partnerships or joint ventures. Itemize.	X			
5.	Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
				Sub-Tota (Total of this page)	al > 3,446.00

to the Schedule of Personal Property

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B6B (Official Form 6B) (12/07) - Cont.

In	re Dwight Evans Funderburk,	, Sr.	Debtor	Case	No. <u>12-</u>	04785	
			Deotoi				
	,	SC	HEDULE B - PERSONAL PROPER (Continuation Sheet)	RTY			
	Type of Property	N O N E	Description and Location of Property		Husband, Wife, Joint, or Community	Debtor's In without	ent Value of terest in Property, Deducting any aim or Exemption
16.	Accounts receivable.		Mark Garber 600 Monument Street Greenwood, SC 29646 Amount Owed: \$60,000.00 Thomas Harvin, Jr.		-		203,000.00
			405 Hammond Road Greenwood, SC 29646 Amount Owed: \$18,000.00				
			William W Watkins, Sr 1924 Barnwell Street Columbia, SC 29202 Amount Owed: \$125,000.00				
17.	Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X					
18.	Other liquidated debts owed to debtor including tax refunds. Give particulars.	X					
19.	Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.		Beneficiary of the Funderburk Family Trust Agreement.		-		Unknown
20.	Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X					
21.	Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X					
22.	Patents, copyrights, and other intellectual property. Give particulars.	X					
23.	Licenses, franchises, and other general intangibles. Give particulars.	X					
				(Total c	Sub-Tota of this page)	al >	203,000.00

Sheet <u>3</u> of <u>4</u> continuation sheets attached

to the Schedule of Personal Property

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B6B (Official Form 6B) (12/07) - Cont.

In re	Dwight Evans Funderburk, Sr.	Case No. 12-04785
	-	

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O Description and Location of Property E	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X		
25. Automobiles, trucks, trailers, and other vehicles and accessories.	Debtor drives vehicle titled in the name of Greenway Construction, Inc.	-	0.00
26. Boats, motors, and accessories.	x		
27. Aircraft and accessories.	X		
28. Office equipment, furnishings, and supplies.	X		
29. Machinery, fixtures, equipment, and supplies used in business.	X		
30. Inventory.	x		
31. Animals.	x		
32. Crops - growing or harvested. Give particulars.	x		
33. Farming equipment and implements.	x		
34. Farm supplies, chemicals, and feed.	x		
35. Other personal property of any kind not already listed. Itemize.	X		

Sub-Total > (Total of this page)

Total > 259,985.24

Sheet <u>4</u> of <u>4</u> continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

0.00

PRIVATE ANNUITY AGREEMENT FOR REVOCABLE TRUST AGREEMENT OF DWIGHT E, FUNDERBURK

TAYLOR & ASSOCIATES, PA

Attorneys & Counselors at Law 171 Church Street – Suite 330 Charleston, South Carolina 29401 Telephone 843.723,2000

WH.

STATE OF SOUTH CAROLINA)	PRIVATE ANNUITY AGREEMENT
)	FOR
)	REVOCABLE TRUST AGREEMENT OF
COUNTY OF CHARLESTON)	DWIGHT E. FUNDERBURK

THIS AGREEMENT entered into to be effective as of the 17th day of December, 2009, is hereby made by and between Leland P. Vaughan as Trustee of the Funderburk Family Trust Agreement dated the 1st day of December, 2009 (the "Funderburk Family Trust Agreement," referred to hereinafter as "Payor"), and Leland P. Vaughan as Trustee of the Revocable Trust Agreement of Dwight E. Funderburk originally dated the 1st day of December, 2009 (referred to hereinafter as "Payee").

WITNESSETH:

WHEREAS, Payee has transferred to Payor, pursuant to that certain Agreement for Purchase and Sale of Assets (the "Sale Agreement"). Three Million Thirty-Four Thousand Two Hundred Seventy-Seven and No/100 United States Dollars (U.S.\$3,034,277.00) worth of assets consisting of (i) real property located at 123 Country Club Drive in the City of Greenwood, South Carolina; (ii) limited partnership interests in Funderburk Holding Group Limited Partnership, a South Carolina limited partnership; (iii) non-voting common stock in Triangle Construction, Inc., of Greenwood. a South Carolina corporation: and (iv) common stock in Heaner, Inc., a South Carolina corporation (referred to hereinafter as the "Assets"); and

WHEREAS, Payor is willing to make fixed annual payments to Payee in exchange for the Membership Interests for that period which ends upon the death of Dwight E. Funderburk (referred to hereinafter as the "Measuring Period"); and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

- (1) In consideration of Payee's agreement to sell, transfer, and convey the Membership Interests, Payor hereby agrees to pay to Payee, during the Measuring Period, Two Hundred Thirty-One Thousand and No/100 United States Dollars (U.S.\$231,000.00) at the end of each year for the period beginning upon the effective date of this Agreement and ending upon the termination of the Measuring Period, said amount being calculated pursuant to the payment schedule contained in "Exhibit A", the terms of which are attached hereto and incorporated herein by this reference. The first of such payments shall be due on the 17th day of December, 2010, and annual payments shall be due thereafter on the 17th day of December until the termination of the Measuring Period.
- (2) The parties hereby expressly agree that Payor's obligation under the preceding paragraph shall entirely terminate upon the termination of the Measuring Period, and no heir, legatee, creditor, or beneficiary of the Payee, nor the estate of the individual upon who's life the Measuring Period is based, shall have any rights whatsoever under this Agreement; provided,

AH.

however, that if the Measuring Period shall terminate before receipt of the amount due Payee under the terms of this Agreement for any year, then the amount otherwise payable to Payee for that year shall be pro-rated for that year and paid to Payee.

- (3) Payor shall be absolutely liable, in its fiduciary capacity under the Funderburk Family Trust Agreement, for the payments due under paragraph (1) of this Agreement, and such payments are in no way contingent upon Payor's future earnings from the Membership Interests.
- (4) It is further understood that Payee retains no security interest, mortgage, lien, or pledge with respect to the Assets transferred under the Sale Agreement.
- (5) This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of South Carolina.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

A+

IN WITNESS WHEREOF, this Private Annuity Agreement is signed, sealed, and delivered to be effective as of the date first above written.

WITNESSES:

Witness #1

Witness#2 or Notary

PAYOR:

Leland P. Vaughan as Iri

Funderburk Family Trust Agreement dated

the 1st day of December, 2009

PAYE

Leland P. Vaughan as Trustee Revocable Trust Agreement of Dwight E.

Funderburk originally dated the 1st day of

December, 2009

"EXHIBIT A"

PAYMENT SCHEDULE



B6C (Official Form 6C) (4/10)

In re	Dwight Evans Funderburk, Sr.		Case No	12-04785	
_		Debtor	,		

Deor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:

(Check one box)

11 U.S.C. §522(b)(2)

11 U.S.C. §522(b)(3)

Check if debtor claims a homestead exemption that exceeds \$146,450. (Amount subject to adjustment on 4/1/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Cash on Hand Cash on Hand	S.C. Code Ann. § 15-41-30(A)(5)	900.00	900.00
Checking, Savings, or Other Financial Accounts,	Certificates of Deposit		
Checking Account with First Citizens	S.C. Code Ann. § 15-41-30(A)(5) S.C. Code Ann. § 15-41-30(A)(7) Debtor's unused portion of vehicle exemption	4,063.37 2,018.45	6,081.82
Checking Account with Enterprise Bank of SC	S.C. Code Ann. § 15-41-30(A)(7) Debtor's unused vehicle exemption	3,606.55	8,357.79
Checking Account with Parksterling Bank	S.C. Code Ann. § 15-41-30(A)(5)	272.11	272.11
Checking Account with Bank of Walterboro	S.C. Code Ann. § 15-41-30(A)(5)	389.52	389.52
Household Goods and Furnishings Household Goods and Furnishings	S.C. Code Ann. § 15-41-30(A)(3)	3,500.00	6,025.00
Wearing Apparel Clothing	S.C. Code Ann. § 15-41-30(A)(3)	1,000.00	1,000.00
<u>Furs and Jewelry</u> Movado Watch (7852885) Market Value: \$500.00	S.C. Code Ann. § 15-41-30(A)(4)	550.00	550.00
Timex Watch Market Value: \$50.00			
Interests in Insurance Policies Life Insurance Policy	S.C. Code Ann. § 38-63-40(A)	7,685.00	7,685.00

INSURANCE COMPANY: John Hancock NAME OF INSURED: Dwight E Funderburk POLICY NUMBER: VL000745963

FACE VALUE: \$100,000.00

BENEFICIARY: Dwight E Funderburk, II CASH VALUE: \$7,685.00

DATE POLICY ACQUIRED: 7/16/1987 MONTHLY PREMIUM: \$159.08

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B6C (Official Form 6C) (4/10) -- Cont.

In re	Dwight Evans Funderburk, Sr.	Case No. 12-04785
	<u>, , , , , , , , , , , , , , , , , , , </u>	.,

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

(Continuation Sheet)						
Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption			
Life Insurance Policy	S.C. Code Ann. § 38-63-40(A)	21,453.00	21,453.00			
INSURANCE COMPANY: John Hancock NAME OF INSURED: Dwight E Funderburk POLICY NUMBER: VL000237925 FACE VALUE: \$100,000.00 BENEFICIARY: Dwight E Funderburk, II CASH VALUE: \$21,453.00						
DATE POLICY ACQUIRED: 4/3/1984 MONTHLY PREMIUM: \$135.16						
Variable Life Insurance Policy	S.C. Code Ann. § 38-63-40(A)	0.00	0.00			
INSURANCE COMPANY: NAME OF INSURED: Dwight E Funderburk POLICY NUMBER:FLV003071547 FACE VALUE: \$400,000.00 BENEFICIARY: Dwight E Funderburk, II CASH VALUE: n/a						
DATE POLICY ACQUIRED: 7/20/1990 MONTHLY PREMIUM: \$521.66						
Life Insurance Policy	S.C. Code Ann. § 38-63-40(A)	3,446.00	3,446.00			
INSURANCE COMPANY: unknown						

NAME OF INSURED: Wesley H Funderburk POLICY NUMBER: VL000819951

FACE VALUE: \$68,093.00
BENEFICIARY: Dwight E Funderburk
CASH VALUE: \$3,446.00

DATE POLICY ACQUIRED: 2/10/1988

MONTHLY PREMIUM: \$303.50

Total: 48,884.00 56,160.24 Case 12-04785-hb Doc 26 Filed 03/18/13 Entered 03/18/13 14:36:19 Desc Main Page 20 of 66 Document

B6D (Official Form 6D) (12/07)

In re	Dwight Evans Funderburk, Sr.		Case No	12-04785	
_		Debtor			

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

	_							
CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Hu H W J C	sband, Wife, Joint, or Community DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTLXGENT	UNLLQULDATED	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No.				╹	T E			
			Value \$		D			
Account No.		T		П		П		
Account No.			Value \$					
	_	┝	value \$	Н		Н		
Account No.			Value \$					
Account No.								
		L	Value \$	$\lfloor \rfloor$		L		
0 continuation sheets attached			S (Total of th	ubte nis p				
			(Report on Summary of Sci		ota ule	- 1	0.00	0.00
			. 1			- L		

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B6E (Official Form 6E) (4/10)

In re	Dwight Evans Funderburk, Sr.		Case No	12-04785
-		Debtor		

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian.' Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to

priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report th total also on the Statistical Summary of Certain Liabilities and Related Data.
■ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.
TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)
☐ Domestic support obligations
Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible related of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).
☐ Extensions of credit in an involuntary case
Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of trustee or the order for relief. 11 U.S.C. \S 507(a)(3).
☐ Wages, salaries, and commissions
Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sal representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).
☐ Contributions to employee benefit plans
Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of busin whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).
☐ Certain farmers and fishermen
Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).
☐ Deposits by individuals
Claims of individuals up to $2,600$ for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § $507(a)(7)$.
☐ Taxes and certain other debts owed to governmental units
Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).
☐ Commitments to maintain the capital of an insured depository institution
Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Feder Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).
☐ Claims for death or personal injury while debtor was intoxicated
Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. \S 507(a)(10).

continuation sheets attached

^{*} Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

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B6F (Official Form 6F) (12/07)

In re	Dwight Evans Funderburk, Sr.		Case No.	12-04785
		Debtor	,	

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE,	CODEBT	Hu H W	DATE CLAIM WAS INCURRED AND	C O N T	U N L I	1 3	D I S P	
AND ACCOUNT NUMBER (See instructions above.)	B T O R	J C	CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	I N G E N	ΙQ	1	U T F	AMOUNT OF CLAIM
Account No. xxxxxx1753			Credit Card	Ï	T E D			
American Express PO Box 981540 El Paso, TX 79998		-						2,584.00
Account No.	-	L		+	\vdash	ł	+	2,0000
American Express PO Box 297871 Fort Lauderdale, FL 33329			Additional Address For: American Express					Notice Only
Account No. xxxxxx4599 Capital One PO Box 30285		-	Credit Card					
Salt Lake City, UT 84130								6,450.00
Account No. Capital One PO Box 85520 Richmond, VA 23285			Additional Address For: Capital One					Notice Only
5 continuation sheets attached	_		(Total of t	Subt			()	9,034.00

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B6F (Official Form 6F) (12/07) - Cont.

In re	Dwight Evans Funderburk, Sr.		Case No	12-04785	
_		Debtor			

	1.					_	
CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	00ZH_ZGUZH	DZI_CD_CAHDO	DISPUTED	AMOUNT OF CLAIM
Account No.			Foreclosure deficiency for investment	Т	T E		
CertusBank c/o Sean Faulkner, Esq. Roe Cassidy Coates & Price, PA PO Box 10529 Greenville, SC 29603	x	-	properties located at Montague Ave. Ext.; 1206 Montague Ave. Ext.; AND 1214 Montague Ave Ext., Greenwood, SC		D		72,546.98
Account No.	T		Foreclosure deficiency for investment				
CountyBank PO Box 3129 Greenwood, SC 29648		-	properties located at 3747 AND 3748 Dock Site Road, Edisto Island, SC, Colleton County (tax map nos. 354-04-00-036.000 and 354-04-00-037.00)				
							746,937.08
Account No.	T			П			
Suzanne Grigg Nexsen Pruet, LLC 1230 Main Street, Suite 700 Columbia, SC 29201			Additional Address For: CountyBank				Notice Only
Account No.	╁		Possible foreclosure deficiency for investment				
CountyBank PO Box 3129 Greenwood, SC 29648		-	property located at Parcel A and B-1 Montague Avenue Extension, Greenwood, SC (Tax Map No.: 6846-287-906)				
							Unknown
Account No.	1						
Suzanne Grigg, Esq. Nexsen Pruet, LLC 1230 Main Street, Suite 700 Columbia, SC 29201			Additional Address For: CountyBank				Notice Only
Sheet no. <u>1</u> of <u>5</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims			I S (Total of tl	ubt			819,484.06

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B6F (Official Form 6F) (12/07) - Cont.

In re	Dwight Evans Funderburk, Sr.		Case No	12-04785	
_		Debtor			

	l c	Ни	sband, Wife, Joint, or Community	С	ш	D	
CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	J H	DATE OF AIM WAS DISHIBBED AND	OONT INGEN	ONL QU DATE	ISPUTE	AMOUNT OF CLAIM
Account No.			Possible foreclosure deficiency for investment	Т	T E		
CountyBank PO Box 3129 Greenwood, SC 29648		-	property located at 12.02 acres off Montague Avenue Extension AND 0.65 acres on Montague Avenue Extension, Greenwood, SC (Tax Map Nos. 6846-426-830; 6846-361-797)		D		H. I
Account No.	┢						Unknown
Suzanne Grigg, Esq. Nexsen Pruet, LLC 1230 Main Street, Suite 700 Columbia, SC 29202			Additional Address For: CountyBank				Notice Only
Account No. Park Sterling Bank f/k/a Capitalbank 2720 S. Highway 14 Greer, SC 29650		_	Foreclosure deficiency for investment properties located in Colleton County (tax map nos: 351-12-00-350.00; 354-08-00-001.00; 354-12-00-346.00; 354-12-00-351.00)				6,847,102.36
Account No.							,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Kimberly Renaud, Esq. Nelson Mullins Riley & Scarborough, LLP Poinsett Plaza, Suite 900 104 S. Main Street Greenville, SC 29601			Additional Address For: Park Sterling Bank				Notice Only
Account No. Park Sterling Bank f/k/a Capitalbank 2720 S. Highway 14		-	Possible foreclosure deficiency for investment properties located at 1626 Rivers Street AND 1414 By-Pass 25 SE, Greenwood, SC (Tax Map Nos: 6836-740-553; 6855-929-231)				
Greer, SC 29650			,				Unknown
Sheet no. 2 of 5 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims	1	<u> </u>	I (Total of t	L Subi his			6,847,102.36

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B6F (Official Form 6F) (12/07) - Cont.

In re	Dwight Evans Funderburk, Sr.	,	Case No	12-04785	
_		Debtor			

an a	С	Hu	sband, Wife, Joint, or Community	С	υĪ	D	
CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	ODEBTOR	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	I N	Q U I	SPUTED	AMOUNT OF CLAIM
Account No.				Т	T E D		
Kimberly Renaud, Esq. Nelson Mullins Riley & Scarborough, LLP Poinsett Plaza, Suite 900 104 S. Main Street			Additional Address For: Park Sterling Bank		U		Notice Only
Greenville, SC 29601 Account No.			Co-Debtor on Business Debt of Funderburk	Н			
SunTrust c/o Donald Rothwell, Esq. Rothwell Law Firm PO Drawer 2789 Irmo, SC 29063		-	Group, LLC Judgment Entered 11/29/11				832,421.23
Account No. xxxxxx1952 SunTrust Mortgage PO Box 85526 Richmond, VA 23285		-	Mortgage for property located at 123 Country Club Drive, Greenwood, SC Market Value: \$275,000.00 Property not titled in debtor's name				
							285,319.00
Account No. The Palmetto Bank PO Box 209 Laurens, SC 29360		-	Foreclosure deficiency for investment properties located 805 Montague Ave; 611 Calhoun Ave; AND Lots 3C,5C,13C,14C,17C,25C,27C,29C,30C,31C,33C, 35C,37C,44C, 47C in Greenwood, SC				718,909.43
Account No.				\vdash			7 10,909.43
James H. Cassidy, Esquire Roe Cassidy Coates & Price Post Office Box 10529 Greenville, SC 29603			Additional Address For: The Palmetto Bank				Notice Only
Sheet no. 3 of 5 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims	-		S (Total of th	ubto nis p		- 1	1,836,649.66

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B6F (Official Form 6F) (12/07) - Cont.

In re	Dwight Evans Funderburk, Sr.		Case No	12-04785	 _
_		Debtor			

	_					_	
CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Hu H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	DZQDQ<	D - SPUHD	AMOUNT OF CLAIM
Account No.	l		Foreclosure deficiency judgment for real	Т	T E D		
The Palmetto Bank PO Box 209 Laurens, SC 29360	x	-	property located at 201A Townes Drive, Greenwood		ַם		34,724.41
Account No.	\vdash						
James H. Cassidy, Esquire Roe Cassidy Coates & Price Post Office Box 10529 Greenville, SC 29603			Additional Address For: The Palmetto Bank				Notice Only
Account No.							
Milton Kimspon, Esq. SC Department of Revenue PO Box 125 Columbia, SC 29214			Additional Address For: The Palmetto Bank				Notice Only
Account No.	-						
William Nettles, Esq. 55 Beattie Place, Suite 700 Greenville, SC 29601			Additional Address For: The Palmetto Bank				Notice Only
Account No.	\vdash		Foreclosure deficiency for investment				
The Palmetto Bank c/o Amber Glidewell Roe Cassidy Coates & Price PO Box 10529		-	properties located in Laurens County (lots 2-9 containing 4.66 acres)				
Greenville, SC 29603							221,962.41
Sheet no. <u>4</u> of <u>5</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims		<u> </u>	S (Total of tl	Subt			256,686.82

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B6F (Official Form 6F) (12/07) - Cont.

In re	Dwight Evans Funderburk, Sr.		Case No	12-04785	
_		Debtor			

Г	<u> </u>		about Mile Link or Community		,, 1		
CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Hu H W J C	sband, Wife, Joint, or Community DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	COXH_ZGEZH	OZL-QD-DA	DISPUTED	AMOUNT OF CLAIM
Account No.			Settlement amount re 2008-CP-24-00944	Т	T E		
Tindall Corporation c/o Cynthia B Brown Harper Lamber & Brown PO Box 4908 Greenville, SC 29602		-			ט		100,000.00
Account No.	Г						
Account No.	\vdash			Н	\dashv	\vdash	
Account No.							
Account No.							
Sheet no. <u>5</u> of <u>5</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims		·	S (Total of t	Subt		- 1	100,000.00
			(Report on Summary of Sc		ota ule		9,868,956.90

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B6G (Official Form 6G) (12/07)

In re	Dwight Evans Funderburk, Sr.		Case No.	12-04785	
-	· · · · · · · · · · · · · · · · · · ·	Debtor			

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.

Funderburk Holding Group Ltd Partnership

Lease of 123 Country Club Drive Greenwood, SC Copy of the lease is attached hereto as Exhibit A. Exhibit A

WH

LEASE AGREEMENT FOR 123 COUNTRY CLUB DRIVE

This LEASE AGREEMENT (this "Lease"), is made and entered into by and between Manager and Tenant to be effective the 20th day of January, 2010.

WITNESSETH:

- WHEREAS, Dwight E. Funderburk (referred to herein as "Tenant") desires to lease real property located at 123 Country Club Drive in the City of Greenwood, the State of South Carolina ("Premises"); and
- WHEREAS, 123 Country Club Drive, LLC is the equitable owner of the Premises ("Owner") with legal titled to the Premises held by the Trustee of the Revocable Trust Agreement for 123 Country Club Drive originally dated the 20th day of January, 2010 ("Trust"); and
- WHEREAS, Owner entered into that certain Property Management Agreement with Funderburk Holding Group Limited Partnership ("Manager") whereby Manager is responsible for management of the Premises on behalf of Owner, including entering of lease agreements and the collection of rents; and
- WHEREAS, Owner desires to lease the Premises to Tenant under the terms and provisions set forth herein; and
- WHEREAS, under the terms of this Lease, Tenant has the exclusive right to occupy the Premises in return for payment of the rent payable hereunder; and
- WHEREAS, in accordance with the lease rights of the parties herein, the terms of the indenture for Trust shall set forth Tenant as the sole current beneficiary of the Trust with exclusive right to occupy Premises in exchange for the rent payable hereunder; and
- **NOW THEREFORE BE IT KNOWN,** the Manager, on behalf of Owner, hereby leases to the Tenant and the Tenant hereby leases from the Manager for the term of this Lease the Premises.
- 1. <u>TERM.</u> The term of this Lease shall commence on the 20th day of January, 2010, and end on the 31st day of December, 2010. The Lease shall be automatically extended for periods of one (1) year to begin each January 1st, unless either party expresses its written intention to terminate this Lease prior to December 1st of each successive year hereafter.
- 2. <u>RENTAL</u>. The rent during the term of this Lease shall be Five Thousand One Hundred and No/100 Dollars (\$5,100.00) per month.



- 3. <u>UTILITIES</u>. The Manager shall be responsible for the payment of all utilities furnished to the Premises during the term of this Lease.
- 4. <u>TAXES</u>. The Manager shall be responsible for payment of all ad valorem taxes assessed against the Premises.
- 5. <u>INSURANCE</u>. The Manager shall be responsible for the cost of a homeowner policy on the Premises.
- 6. <u>USE</u>. The Premises shall be used for residential purposes and for no other purposes, without the prior written consent of the Manager.
- 7. **PETS.** No pets or animals of any kind shall be allowed in or upon the Premises unless specifically authorized by the prior written consent of Manager. If specifically authorized by Manager, Tenant shall at their expense have the Premises treated for fleas by a licensed exterminator upon quitting and surrendering the Premises to Manager.
- 8. OFFENSIVE USE. Tenant agree that they will not make any illegal or offensive use of the Premises, that they will not do or suffer to be done in or upon said property any act or thing which shall cause or may be a nuisance, annoyance, inconvenience or damage to the Manager or to any other person. Tenant specifically agrees that the Premises will not be used in such a way to cause any nuisance, annoyance, inconvenience or damage to other persons in the vicinity of the Premises.
- 9. MAINTENANCE, REPAIRS OR ALTERATIONS. Tenant shall, at all times, maintain the Premises in good condition and repair and shall surrender the same, at termination hereof, in as good condition as received or as improved from time to time by Manager, normal wear and tear excepted. Manager shall be responsible, at its expense, for all routine maintenance on the Premises, all repairs to mechanical equipment on the Premises, and all structural repairs to the Premises. Tenant shall be responsible for damages caused by their negligence and that of their family or invitees or guests.
- INDEMNIFICATION. Manager shall not, in any event whatsoever, be liable for any injury or damage to any person present on or about the Premises or for any damage to any property of the Tenant or property of any other person on the Premises. Tenant shall indemnify and save the Manager and Owner harmless from and against any and all liability, loss, cost, expense and damage and from and against any and all suits, claims and demands of every kind and nature, including reasonable counsel fees, arising during or resulting from Tenant's use or occupancy of the Premises, including, without limitation, any claims related to the violation of any Environmental Law (as hereinafter defined) or the handling of any Hazardous Materials (as hereinafter defined).



- 11. <u>ASSIGNMENT AND SUBLETTING</u>. Tenant shall not have the right to assign this Lease or any and all rights hereunder nor to sublet the Premises or any portion thereof without the prior written consent of the Manager. In such event, Tenant shall remain liable for lease payments in event sublessee does not make lease payments.
- 12. <u>DEFAULT</u>. Any failure by Tenant to pay rent when due, or perform any term hereof, shall, at the option of the Manager, terminate all rights of Tenant hereunder. In the event that Tenant shall be absent from the premises for a period of five (5) consecutive days, while in default, Tenant shall, at the option of the Manager, be deemed to have abandoned the Premises and any property left on the Premises shall be considered abandoned and may be disposed of by Manager in any manner allowed by law. In the event that Manager reasonably believes that any such abandoned property has no value, it may be discarded.

In the event of a default by Tenant, Manager may elect to (a) continue the Lease in effect and enforce all its rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenants (i) all rent due for the remainder of the lease term, (ii) an amount sufficient to cover any damages to the Premises, (iii) any costs incurred recovering the premises, and (iv) reasonable attorneys' fees.

- 13. <u>RIGHT OF ENTRY</u>. Manager shall have the right, at Manager's pleasure, at reasonable hours to enter the Premises either in person or by the Manager's agent, with reasonable notice.
- 14. END OF TERM. Upon the expiration or earlier termination of the term of this Lease or any renewal hereof, the Tenant shall quit and surrender to the Manager the Premises, in the same good condition and repair in which the Premises had been delivered to the Tenant by the Manager, normal wear and tear excepted. Prior to the end of the term of this Lease, Tenant shall cause the removal from the Premises of any and all refuse and any and all improvements or alterations made by Tenant to the Premises that Manager requests Tenant to remove.
- 15. ATTORNEYS' FEES. In the event that any party hereto (or any third-party beneficiary of this Agreement) shall bring an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action, shall be entitled to his court costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court of appropriate jurisdiction, including, but not limited to, attorneys' fees and court costs incurred in courts of original jurisdiction, bankruptcy courts or appellate courts.
- 16. <u>BINDING EFFECT</u>. This Agreement shall be binding upon the parties hereto and their respective heirs and assigns, and the benefits hereof shall inure to the parties hereto and their respective heirs and assigns.
- 17. GOVERNING LAW. This Lease shall be governed and construed in accordance with the laws of the State of South Carolina.

- 18. <u>COUNTERPARTS</u>. This Lease may be executed in one or more counterparts, each of which, taken together, shall constitute one and the same instrument.
- comply with and shall be responsible for compliance with all applicable federal, state and local laws, regulations, ordinances, directives and orders, including, without limitation all Environmental Laws, applicable to the Premises or Tenant's occupancy, use and maintenance of the Premises and the streets and alleys of other public land and thoroughfares that the Premises may abut. Without Manager's prior written consent, Tenant shall not receive, store or otherwise handle any Hazardous Materials. "Environmental Laws" shall mean and include the Resource Conservation and Recovery Act, 43 U.S.C. 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601 et seq., The Clean Water Act, 33 U.S.C. 1251 et seq., and all federal, state and local environmental, health and safety laws, ordinances, rules and regulations relating to regulation or control of hazardous or toxic substances wastes, or related materials (collectively "Hazardous Materials"). Such compliance shall be at Tenant's sole expense.

{REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

WITNESS:

Witness #]

Witness #2 or Notary

MANAGER

By: Leland P. Vaughan – as Member of Funderburk Manager, LLC, Manager of

Funderburk Manager, LLC, Manager of Funderburk Holding Group GP, LLC

For: Funderburk Holding Group Limited

Partnership

Its: General Partner

Und

Witness #2 or Notary

Dwight E. Funderburk - Individually

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B6H (Official Form 6H) (12/07)

In re	Dwight Evans Funderburk, Sr.		Case No	12-04785	
_		Debtor			

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Danita Funderburk 1009 Laurel Avenue E Greenwood, SC 29649	CertusBank c/o Sean Faulkner, Esq. Roe Cassidy Coates & Price, PA PO Box 10529 Greenville, SC 29603
Dennis J Dill PO Box 491 Greenwood, SC 29648	The Palmetto Bank PO Box 209 Laurens, SC 29360
Raymond Dill, Jr. 602 Highland Park Drive Greenwood, SC 29649	The Palmetto Bank PO Box 209 Laurens, SC 29360
Warren & Jayn Langley 109 Brandon Drive Hodges, SC 29653	CertusBank c/o Sean Faulkner, Esq. Roe Cassidy Coates & Price, PA PO Box 10529 Greenville, SC 29603

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B6I (Off	icial Form 6I) (12/07)				
In re	Dwight Evans Funderburk, Sr.		Case No.	12-04785	
		Debtor(s)			

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPENDENTS OF DEF	BTOR AND SP	OUSE		
Divorced	RELATIONSHIP(S): None.	AGE(S):			
Employment:	DEBTOR		SPOUSE		
Occupation	Business Development				
Name of Employer	Greenway Construction				
How long employed	6/2010-Present				
Address of Employer	PO Box 3304 Greenwood, SC 29648				
	projected monthly income at time case filed)		DEBTOR		SPOUSE
	commissions (Prorate if not paid monthly)	\$	0.00	\$	N/A
2. Estimate monthly overtime		\$	0.00	\$	N/A
3. SUBTOTAL		\$	0.00	\$	N/A
4. LESS PAYROLL DEDUCTION	S				
 a. Payroll taxes and social sec 	urity	\$	0.00	\$	N/A
b. Insurance		\$	0.00	\$	N/A
c. Union dues		\$	0.00	\$	N/A
d. Other (Specify):		<u> </u>	0.00	\$	N/A
		\$	0.00	\$	N/A
5. SUBTOTAL OF PAYROLL DE	DUCTIONS	\$	0.00	\$	N/A
6. TOTAL NET MONTHLY TAKE	E HOME PAY	\$	0.00	\$	N/A
7. Regular income from operation o	of business or profession or farm (Attach detailed statement)	\$	0.00	\$	N/A
8. Income from real property	•	\$	0.00	\$	N/A
9. Interest and dividends		\$	0.00	\$	N/A
dependents listed above	ort payments payable to the debtor for the debtor's use or tha	t of	0.00	\$	N/A
11. Social security or government a		¢.	4 004 00	¢.	NI/A
(Specify): Social Securi	ty	\$ <u></u>	1,804.00 0.00	\$ <u></u>	N/A N/A
12 Dansian or ratiroment income		<u> </u>	0.00	, —	N/A N/A
12. Pension or retirement income13. Other monthly income		5	0.00	э —	N/A
(Specify): Annuity		\$	19,250.00	\$	N/A
<u></u>		\$	0.00	\$	N/A
14. SUBTOTAL OF LINES 7 THR	OUGH 13	\$	21,054.00	\$	N/A
15. AVERAGE MONTHLY INCO	ME (Add amounts shown on lines 6 and 14)	\$	21,054.00	\$	N/A
	ITHLY INCOME: (Combine column totals from line 15)		\$	21,054	

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document: **Debtor receives a yearly disbursement of an annuity in the amount of \$231,000.00.**

Debtor receives no compensation for employment at Greenwood Construction.

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B6J (Off	cial Form 6J) (12/07)			
In re	Dwight Evans Funderburk, Sr.		Case No.	12-04785
		Debtor(s)		

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22	rate. The a	
☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Comple expenditures labeled "Spouse."	ete a separa	te schedule of
1. Rent or home mortgage payment (include lot rented for mobile home)	\$	5,100.00
a. Are real estate taxes included? b. Is property insurance included? Yes NoX NoX		
b. Is property insurance included? Yes NoX		
2. Utilities: a. Electricity and heating fuel	\$	0.00
b. Water and sewer	\$	0.00
c. Telephone	\$	0.00
d. Other Cleaning Services	\$	225.00
3. Home maintenance (repairs and upkeep)	\$	500.00
4. Food	\$	500.00
5. Clothing	\$	200.00
6. Laundry and dry cleaning	\$	100.00 125.00
7. Medical and dental expenses8. Transportation (not including car payments)	\$ \$	250.00
9. Recreation, clubs and entertainment, newspapers, magazines, etc.	\$ \$	250.00
10. Charitable contributions	\$	6,000.00
11. Insurance (not deducted from wages or included in home mortgage payments)	Φ	0,000.00
a. Homeowner's or renter's	\$	0.00
b. Life	\$ 	1,119.40
c. Health	\$	150.00
d. Auto	\$	0.00
	\$ 	0.00
e. Other 12. Taxes (not deducted from wages or included in home mortgage payments)	Ψ	
(Specify)	\$	0.00
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)	Ψ <u></u>	
a. Auto	\$	0.00
b. Other	\$	0.00
c. Other	\$	0.00
14. Alimony, maintenance, and support paid to others	\$	0.00
15. Payments for support of additional dependents not living at your home	\$	0.00
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$	0.00
17. Other Accounting Services	\$	350.00
Other	\$	0.00
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)	\$	14,869.40
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document: Debtor uses a company vehicle.		
Medical expenses are high due to debtor's monthly prescriptions.	_	
20. STATEMENT OF MONTHLY NET INCOME		
a. Average monthly income from Line 15 of Schedule I	\$	21,054.00
b. Average monthly expenses from Line 18 above	\$	14,869.40
c. Monthly net income (a. minus b.)	\$	6,184.60

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B6 Declaration (Official Form 6 - Declaration). (12/07)

United States Bankruptcy Court

In re	Dwight Evans Funderburk, Sr.		Case No.	12-04785	
		Debtor(s)	Chapter	7	

District of South Carolina

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

			ad the foregoing summary and schedules, consisting of _y knowledge, information, and belief.	37
Date	March 18, 2013	Signature	/s/ Dwight Evans Funderburk, Sr. Dwight Evans Funderburk, Sr. Debtor	

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

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B7 (Official Form 7) (04/10)

United States Bankruptcy Court District of South Carolina

In re	Dwight Evans Funderburk, Sr.		Case No.	12-04785
		Debtor(s)	Chapter	7

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT SOURCE

\$-137.00 Dwight Funderburk

DEF Properties & Funderburk Group

2011

Gross Receipts: \$0.00 Net Loss: (\$137.00)

\$-504.00 Dwight Funderburk

South Creek, Laurens County

Rental Income

2011

Rents Received: \$420.00 Expenses: \$924.00

AMOUNT SOURCE

\$15,364.00 Dwight Funderburk

805 Montague Avenue, Greenwood

Rental Income

2011

Rents Received: \$18,304.00 Expenses: \$2,940.00 Rents Received: \$18,304.00

\$0.00 Dwight Funderburk Advanced Auto

Rental Income

2011

Rents Received: \$0.00 Expenses: \$0.00

\$-18,847.00 Dwight Funderburk

1626 Rivers Street

2011

Rents Received: \$0.00 Expenses: \$18,847.00

\$-2,130.00 Dwight Funderburk

Triangle Construction (K1 Income)

2011

\$17,491.00 Dwight Funderburk

FWLL, LLC (K1 Income)

2011

\$-13,569.00 Dwight Funderburk

Funderburk Holding Group Limited (K1 Income)

2011

\$-39,430.00 Dwight Funderburk

Emerald Acquisitions, LLC (K1 Income)

2011

\$-881,514.00 Dwight Funderburk

Funderburk Family Trust Agreement (K1 Income)

2011

\$-132,071.00 Dwight Funderburk

DEF Properties & Funderburk

2010

Rents Received: 0.00 Expenses: \$132,071.00

\$-8,222.00 Dwight Funderburk

South Creek, Laurens County

2010

Rents Received: \$4,440.00 Expenses: \$12,662.00

\$69,180.00 Dwight Funderburk

805 Montague Avenue

2010

Rents Received: \$152,474.00 Expenses: \$83,294.00

3

AMOUNT SOURCE

\$-19,536.00 Dwight Funderburk

611 Calhoun Avenue

2010

Rents Received: \$0.00

Expenses: \$19,536.00

\$-66,765.00 Dwight Funderburk

1626 Rivers Street

2010

Rents Received: \$0.00 Expenses: \$66,765.00

\$0.00 Dwight Funderburk

Advanced Auto

2010

Rents Received: \$0.00 Expenses: \$0.00

\$-369.00 Dwight Funderburk

Triangle Construction, Inc of Greenwood (K1 Income)

2010

\$-2,833.00 Dwight Funderburk

FWLL, LLC (K1 Income)

2010

\$0.00 Dwight Funderburk

Solution Technologies (K1 Income)

2010

\$-113.00 Dwight Funderburk

Funderburk Holding Group Limited (K1 Income)

2010

\$-919,884.00 Dwight Funderburk

Funderburk Family Trust Agreement (K1 Income)

2010

2. Income other than from employment or operation of business

None

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT SOURCE

\$231,000.00 Dwight Funderburk

Annuity Payment from Funderburk Family Trust

2012

\$21,648.00 Dwight Funderburk

Social Security

2012

\$22,056.00 Dwight Funderburk

Social Security

2011

\$459.00 Dwight Funderburk

Enterprise Bank (Interest Income)

2011

\$851.00 Dwight Funderburk

Enterprise Bank (Interest Income)

2011

AMOUNT SOURCE

\$7.00 Dwight Funderburk

FWLL, LLC (Interest Income)

2011

\$110.00 Dwight Funderburk

Funderburk Holding Group Limited (Interest Income)

2011

\$10,870.00 Dwight Funderburk

Funderburk Family (Interest Income)

2011

\$5,377.00 Dwight Funderburk

Enterprise Bank (Interest Income)

2010

\$1,147.00 Dwight Funderburk

Palmetto Bank (Interest Income)

2010

\$28.00 Dwight Funderburk

FWLL, LLC (Interest Income)

2010

\$11,250.00 Dwight Funderburk

Funderburk Family Trust Agreement (Interest Income)

2010

\$113.00 Dwight Funderburk

Funderburk Holding Group Limited (Interest Income)

2010

\$52.00 Dwight Funderburk

Capital Gain (See statement 2, form 4797 of 2010 Federal Tax Return)

2010

\$369.00 Dwight Funderburk

Capital Gain from the sale of 2006 GMC 1500 Truck, Backhoe, 2007 GMC 3500

and Bobcat

2010

3. Payments to creditors



Complete a. or b., as appropriate, and c.

a. Individual or joint debtor(s) with primarily consumer debts. List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF CREDITOR
DATES OF
PAYMENTS
AMOUNT STILL
OWING



b. Debtor whose debts are not primarily consumer debts: List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

^{*} Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

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5 AMOUNT

AMOUNT STILL

OWING

DATES OF PAID OR PAYMENTS/ VALUE OF TRANSFERS NAME AND ADDRESS OF CREDITOR **TRANSFERS**

 \boxtimes

c. All debtors: List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND AMOUNT STILL RELATIONSHIP TO DEBTOR DATE OF PAYMENT AMOUNT PAID **OWING**

4. Suits and administrative proceedings, executions, garnishments and attachments

a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT NATURE OF COURT OR AGENCY STATUS OR AND CASE NUMBER **PROCEEDING** AND LOCATION DISPOSITION CountyBank Foreclosure State of South Carolina **Deficiency County of Colleton** judgment in In the Court of Common Pleas favor of vs. Plaintiff filed **Dwight E Funderburk** on 9/1/11 in the amount of Case No.: 2010-CP-15-00889 \$746,937.08 Capital Bank **Foreclosure** State of South Carolina **Deficiency County of Colleton** judgment in In the Court of Common Pleas favor of VS.

Plaintiff filed **Dwight E Funderburk** on 10/5/11 in the amount of Case No.: 2010-CP-15-01209 \$6,847,102.36

BB&T **Foreclosure** State of South Carolina Dismissed on **County of Colleton** 6/4/12

In the Court of Common Pleas VS.

Dwight E Funderburk

Case No.: 2012-CP-15-00170

SunTrust Bank **Debt Collections** State of South Carolina Judgment in **County of Greenwood** favor of

In the Court of Common Pleas Plaintiff filed VS. on 11/29/11 in Funderburk Group, LLC, et al. the amount of \$832,421.23

Case No.: 2011-CP-24-00876

Palmetto Bank **Foreclosure** State of South Carolina Judgment in **County of Greenwood** favor of **Plaintiff filed** vs. In the Court of Common Pleas

on 5/16/12 in Raymond Dill, Jr., et al. the amount of \$34,724.41

Case No.: 2012-CP-24-00236

X

b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

6

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED

DATE OF SEIZURE

DESCRIPTION AND VALUE OF PROPERTY

5. Repossessions, foreclosures and returns

None

List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER

SunTrust PO Box 85052 Richmond, VA 23285 DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN 2/2012

DESCRIPTION AND VALUE OF PROPERTY

Property: 2007 Sea Ray Market Value: \$820,000.00 Amount Owed: \$832,421.23

6. Assignments and receiverships

None

a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE

DATE OF ASSIGNMENT

TERMS OF ASSIGNMENT OR SETTLEMENT

None

b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN NAME AND LOCATION OF COURT CASE TITLE & NUMBER

DATE OF ORDER DESCRIPTION AND VALUE OF

PROPERTY

7. Gifts

None

List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION Northside Baptist Church 409 W Northside Dr Greenwood, SC 29649 RELATIONSHIP TO DEBTOR, IF ANY

DATE OF GIFT **12/11/2011**

DESCRIPTION AND VALUE OF GIFT Cash Contribution of

\$75,000.00

8. Losses



List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case.** (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS

DATE OF LOSS

9. Payments related to debt counseling or bankruptcy

None

List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE

Skinner Law Firm, LLC 300 North Main Street, Suite 201 Greenville, SC 29601

DATE OF PAYMENT. NAME OF PAYOR IF OTHER THAN DEBTOR 9/25/12

AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY

\$50,000.00 (to be billed at \$395.00 per hour for the Attorney's time, and \$150.00 per hour for the time of a paralegal/legal assistant)

10. Other transfers



None

a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within two years immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR

DATE

DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED

b. List all property transferred by the debtor within ten years immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE

Funderburk Family Trust Agreement c/o David Taylor

DATE(S) OF TRANSFER(S) 12/1/09

AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY

Debtor sold the following entity ownership interest to the Funderburk Family Trust Agreement in return for a private annutiy payable to Mr. Funderburk annually for the remainder of his life:

- (1) 99% limited partnership interest in Funderburk Holding Group Limited Partnership; (2) 1,980 shares of non-voting common stock in Triangle Construction, Inc. of Greenwood; (3) 1,000 shares of common stock in Heaner, Inc.: and
- (4) 100% ownership interest in real property located at 123 Country Club Drive, Greenwood, SC.

Funderburk Holding Group Limited Partnership also owns interest in several additional entities. Those entities are listed in the attached "Exhibit Α".

11. Closed financial accounts

None

List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION

Enterprise Bank of South Carolina

TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE

Account Type: Checking Name(s) on Account: Dwight E

Funderburk

Final Balance: \$7,884.12

AMOUNT AND DATE OF SALE OR CLOSING

Final Balance: \$7,884.12 Date Closed: 3/7/12

12. Safe deposit boxes



List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY

DESCRIPTION OF CONTENTS

DATE OF TRANSFER OR SURRENDER, IF ANY

13. Setoffs



List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR

DATE OF SETOFF

AMOUNT OF SETOFF

14. Property held for another person

None

List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER

DESCRIPTION AND VALUE OF PROPERTY

LOCATION OF PROPERTY

15. Prior address of debtor



If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS NAME USED

DATES OF OCCUPANCY

16. Spouses and Former Spouses



If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

X

a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS

NAME AND ADDRESS OF GOVERNMENTAL UNIT

DATE OF

ENVIRONMENTAL

NOTICE LAW

None \bowtie

b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS

NAME AND ADDRESS OF GOVERNMENTAL UNIT

DATE OF

ENVIRONMENTAL

NOTICE LAW

X

c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT

DOCKET NUMBER

STATUS OR DISPOSITION

18. Nature, location and name of business

None

a. If the debtor is an individual, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within six years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within six years immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

> LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL.

BEGINNING AND TAXPAYER-I.D. NO. **ADDRESS** NAME NATURE OF BUSINESS **ENDING DATES** (ITIN)/ COMPLETE EIN Funderburk Group, 26-0206919 PO Box 3304 Real Estate Brokerage 9/23/2004-Present LLC Greenwood, SC 29648

FWLL, LLC PO Box 3304 57-1109454

Real Estate Greenwood, SC 29649

Funderburk & PO Box 3304 **Real Estate** 2/24/2003-12/31/2006 02-0678460 **Funderburk** Greenwood, SC 29649

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8/17/2000-12/31/2011

	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL			DECDRING AND
NAME Palmetto Point, Inc	TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN 57-0951184	ADDRESS PO Box 3304 Greenwood, SC 29649	NATURE OF BUSINESS Real Estate	BEGINNING AND ENDING DATES 8/26/11-12/31/2008
Solutions Tech, Inc	57-1102155	109 Court Street Greenwood, SC 29649	Medical	8/31/2000-12/31/2010 No operation since 2004
S&T Holding, Inc	20-0825249	109 Court Street Greenwood, SC 29649	Real Estate	3/4/2004-12/31/2008 No income since 2006
Heaner, Inc	57-0470710	PO Drawer 10 Greenwood, SC 29648	Engineering	3/23/1965-12/17/2009 Debtor sold all shares to the Trustee of the Funderburk Family Trust on 12/1/09
Triangle Construction, Inc of Greenwood	57-0730560	Registered agent address: 620 E Durst Avenue, Greenwood, SC	Construction	2/17/1981-Present Debtor sold 1,980 non-voting common stock to the Trustee of Funderburk Family Trust Agreement on 12/1/09. Debtor still owns a 1% interest.
639 Acquistions, LLC		PO Box 3304 Greenwood, SC 29649	Real Estate	3/11/2010-Present
Funderburk Holding		Register agent address:		unknown- 12/9/2009
Group Limited Partner		171 Church Street, Suite 330		Debtor sold 99% limited partnership interest in
		Charleston, SC 29401		Funderburk Holding Group Limited Partnership to the Trustee of the Funderburk Family Trust on 12/1/09
Funderburk Holding		Register agent address:		unknown-12/9/2009
Group GP, LLC		171 Church Street, Suite 330		
		Charleston, SC 29401		
123 Country Club Drive		Register agent address:	Real Estate	unknown-12/1/2009 Debtor sold 100%
20		171 Church Street, Suite 330		ownership to the Trustee of the
		Charleston, SC 29401		Funderburk Family Trust on 12/1/09

None b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME ADDRESS

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

	years immediately precedification the signature page.)	ig the commencement of this case. A deol	tor who has not been in business within those six years should go
	19. Books, records and	financial statements	
None		nd accountants who within two years imr f books of account and records of the deb	mediately preceding the filing of this bankruptcy case kept or otor.
Dorn De 102 Ven	ND ADDRESS Impsey & Associates ture Court ood, SC 29649		DATES SERVICES RENDERED
None		duals who within the two years immediator prepared a financial statement of the de	tely preceding the filing of this bankruptcy case have audited the book btor.
NAME		ADDRESS	DATES SERVICES RENDERED
None	c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and record of the debtor. If any of the books of account and records are not available, explain.		
NAME			ADDRESS
None		utions, creditors and other parties, includi in two years immediately preceding the	ing mercantile and trade agencies, to whom a financial statement was commencement of this case.
NAME A	ND ADDRESS		DATE ISSUED
	20. Inventories		
None		st two inventories taken of your property, d basis of each inventory.	the name of the person who supervised the taking of each inventory,
DATE O	F INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)
None	b. List the name and addi	ress of the person having possession of th	te records of each of the two inventories reported in a., above.
DATE O	F INVENTORY	NAME RECOR	AND ADDRESSES OF CUSTODIAN OF INVENTORY RDS
	21 . Current Partners, (Officers, Directors and Shareholders	
None	a. If the debtor is a partner	ership, list the nature and percentage of pa	artnership interest of each member of the partnership.
NAME A	ND ADDRESS	NATURE OF IN	TEREST PERCENTAGE OF INTEREST
None		oration, list all officers and directors of the ent or more of the voting or equity securit	e corporation, and each stockholder who directly or indirectly owns, ites of the corporation.
NAME A	ND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP

22. Former partners, officers, directors and shareholders

None \boxtimes

a. If the debtor is a partnership, list each member who withdrew from the partnership within one year immediately preceding the commencement of this case.

NAME

ADDRESS

DATE OF WITHDRAWAL

None \bowtie

b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within one year immediately preceding the commencement of this case.

NAME AND ADDRESS

DATE OF TERMINATION

23. Withdrawals from a partnership or distributions by a corporation

None X

If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during one year immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR

DATE AND PURPOSE OF WITHDRAWAL

AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY

24. Tax Consolidation Group.



If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within six years immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION

TAXPAYER IDENTIFICATION NUMBER (EIN)

25. Pension Funds.



If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within six years immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

March 18, 2013 Date

/s/ Dwight Evans Funderburk, Sr. Signature

Dwight Evans Funderburk, Sr.

Debtor

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

Exhibit A

A

TAYLOR & ASSOCIATES

ATTORNEYS AT LAW

171 Church Street - Suite 330 - Charleston - South Carolina - 29401 T: 843.723.2000 F: 843.723.2013

February 25, 2011

Mr. Dwight E. Funderburk Post Office Box 3304 Greenwood, South Carolina 29648

Re: Ownership and Management Summary of Funderburk Family Entities

Our File No. 01191-001

Dear Dwight:

This letter provides a summary of the ownership and management structure for various entities and trusts which have been formed by the Funderburk family.

1. <u>Funderburk Family Trust Agreement</u>. The Funderburk Family Trust Agreement is an irrevocable trust agreement settled under the laws of South Carolina. The Trustee is Leland P. Vaughan. Trust property should be titled "Leland P. Vaughan as Trustee of Funderburk Family Trust Agreement."

The Funderburk Family Trust owns the following assets: (i) 99% stock interest in Triangle Construction; (ii) 100% stock interest in Heaner, Inc.; (iii) 100% of the membership interests in 123 Country Club Drive, LLC; and (iv) 99% limited partnership interest in Funderburk Holding Group Limited Partnership. The signature of Leland P. Vaughan as Trustee is the only signature required to transfer assets owned by the Trust.

- 2. <u>Triangle Construction, Inc. of Greenwood</u>. Triangle Construction, Inc. of Greenwood is a South Carolina corporation. Funderburk Family Trust Agreement owns 99% of the currently issued and outstanding stock. Leland P. Vaughan is the sole Director and President of the corporation. Upon authorization by the Board of Directors, the transfer of corporate assets can be effectuated by the signature of the President of the corporation.
- 3. <u>Heaner, Inc.</u> Heaner, Inc. is a South Carolina corporation. Funderburk Family Trust Agreement owns 100% of the currently issued and outstanding stock. Leland P. Vaughan is the sole Director and President of the corporation. Upon authorization by the Board of Directors, the transfer of corporate assets can be effectuated by the signature of the President of the corporation.
- 4. <u>123 Country Club Drive, LLC</u>. 123 Country Club Drive, LLC is a manager-managed South Carolina limited liability company with the Funderburk Family Trust Agreement owning 100% of the membership interests. The manager of 123 Country Club Drive, LLC is

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Mr. Dwight E. Funderburk February 25, 2011 Page 2

Funderburk Manager, LLC through its authorized member Leland P. Vaughan. The signature of the manager alone is required to transfer assets of the company and can be set forth as follows: Leland P. Vaughan, as Member of Funderburk Manager, LLC, as Manager of 123 Country Club Drive, LLC.

5. <u>Funderburk Holding Group Limited Partnership.</u> Funderburk Holding Group Limited Partnership ("FHGLP") is a South Carolina limited partnership. The General Partner of FHGLP is Funderburk Holding Group GP, LLC and the Limited Partner of FHGLP is Leland P. Vaughan as Trustee of Funderburk Family Trust Agreement.

The assets of Funderburk Holding Group Limited Partnership consist of membership interests in fifteen (15) South Carolina limited liability companies. These limited liability companies are: (i) Plantation Grill, LLC; (ii) Coldwell Banker Sea Island Realty, LLC; (iii) 334786 Acquisitions, LLC; (iv) Edisto Golf, LLC; (v) Funderburk Investment Holdings, LLC; (vi) Old Brickyard Road, LLC; (vii) 206 Summitt, LLC; (viii) Linwood Property, LLC; (ix) Mimosa Green, LLC; (x) 613 Calhoun Avenue, LLC; (xi) 2 Lots New Market Street, LLC; (xii) 1 Lot New Market Street, LLC; (xiii) Edisto Boat Slip, LLC; (xiv) Lawrence and Funderburk, LLC; and (xv) 493 Acquisitions, LLC.

The transfer of assets owned by FHGLP must be authorized by the signature of the General Partner. The Manager of the General Partner is Funderburk Manager, LLC and the authorized member of Funderburk Manager, LLC is Leland P. Vaughan. Accordingly, the signature of the Funderburk Holding Group Limited Partnership can be set forth as follows: Leland P. Vaughan, as Member of Funderburk Manager, LLC, as Manager of Funderburk Holding Group GP, LLC, as General Partner of Funderburk Holding Group Limited Partnership. No additional signatures or authorization is required.

6. Entities Owned by Funderburk Holding Group Limited Partnership

- (i) <u>Plantation Grill, LLC</u>. Plantation Grill, LLC is a South Carolina manager-managed limited liability company with Funderburk Holding Group Limited Partnership owning 100% of the membership interests. The manager of Plantation Grill, LLC is Funderburk Manager, LLC through its authorized member Leland P. Vaughan. The signature of the manager alone is required to transfer assets of the company and can be set forth as follows: Leland P. Vaughan, as Member of Funderburk Manager, LLC, as Manager of Plantation Grill, LLC.
- (ii) <u>Coldwell Banker Sea Island Realty, LLC</u>. Coldwell Banker Sea Island Realty, LLC is a South Carolina manager-managed limited liability company with Funderburk Holding Group Limited Partnership owning 100% of the membership interests. The manager of Coldwell Banker Sea Island Realty, LLC is Funderburk Manager, LLC through its authorized member Leland P. Vaughan. The signature of the manager alone is required to transfer assets of the company and can be set forth as follows: Leland P. Vaughan, as Member of Funderburk Manager, LLC, as Manager of Coldwell Banker Sea Island Realty, LLC.

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Mr. Dwight E. Funderburk February 25, 2011 Page 3

- (iii) <u>334786 Acquisitions, LLC</u>. 334786 Acquisitions, LLC is a South Carolina manager-managed limited liability company with Funderburk Holding Group Limited Partnership owning 100% of the membership interests. The manager of 334786 Acquisitions, LLC is Funderburk Manager, LLC through its authorized member Leland P. Vaughan. The signature of the manager alone is required to transfer assets of the company and can be set forth as follows: Leland P. Vaughan, as Member of Funderburk Manager, LLC, as Manager of 334786 Acquisitions, LLC.
- (iv) <u>Edisto Golf, LLC</u>. Edisto Golf, LLC is a South Carolina manager-managed limited liability company with Funderburk Holding Group Limited Partnership owning 100% of the membership interests. The manager of Edisto Golf, LLC is Funderburk Manager, LLC through its authorized member Leland P. Vaughan. The signature of the manager alone is required to transfer assets of the company and can be set forth as follows: Leland P. Vaughan, as Member of Funderburk Manager, LLC, as Manager of Edisto Golf, LLC.
- (v) <u>Funderburk Investment Holdings, LLC</u>. Funderburk Investment Holdings, LLC is a South Carolina manager-managed limited liability company with Funderburk Holding Group Limited Partnership owning 100% of the membership interests. The manager of Funderburk Investment Holdings, LLC is Funderburk Manager, LLC through its authorized member Leland P. Vaughan. The signature of the manager alone is required to transfer assets of the company and can be set forth as follows: Leland P. Vaughan, as Member of Funderburk Manager, LLC, as Manager of Funderburk Investment Holdings, LLC.
- (vi) Old Brickyard Road, LLC. Old Brickyard Road, LLC is a South Carolina manager-managed limited liability company with Funderburk Holding Group Limited Partnership owning 100% of the membership interests. The manager of Old Brickyard Road, LLC is Funderburk Manager, LLC through its authorized member Leland P. Vaughan. The signature of the manager alone is required to transfer assets of the company and can be set forth as follows: Leland P. Vaughan, as Member of Funderburk Manager, LLC, as Manager of Old Brickyard Road, LLC.
- (vii) 206 Summitt, LLC. 206 Summitt, LLC is a South Carolina manager-managed limited liability company with Funderburk Holding Group Limited Partnership owning 100% of the membership interests. The manager of 206 Summitt, LLC is Funderburk Manager, LLC through its authorized member Leland P. Vaughan. The signature of the manager alone is required to transfer assets of the company and can be set forth as follows: Leland P. Vaughan, as Member of Funderburk Manager, LLC, as Manager of 206 Summitt, LLC.
- (viii) <u>Linwood Property, LLC</u>. Linwood Property, LLC is a South Carolina manager-managed limited liability company with Funderburk Holding Group Limited Partnership owning 100% of the membership interests. The manager of Linwood Property, LLC is Funderburk Manager, LLC through its authorized member Leland P. Vaughan. The signature of the manager alone is required to transfer assets of the company and can be set forth as follows: Leland P. Vaughan, as Member of Funderburk Manager, LLC, as Manager of Linwood Property, LLC.
- (ix) <u>Mimosa Green, LLC</u>. Mimosa Green, LLC is a South Carolina managermanaged limited liability company with Funderburk Holding Group Limited Partnership owning

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Mr. Dwight E. Funderburk February 25, 2011 Page 4

100% of the membership interests. The manager of Mimosa Green, LLC is Funderburk Manager, LLC through its authorized member Leland P. Vaughan. The signature of the manager alone is required to transfer assets of the company and can be set forth as follows: Leland P. Vaughan, as Member of Funderburk Manager, LLC, as Manager of Mimosa Green, LLC.

- (x) 613 Calhoun Avenue, LLC. 613 Calhoun Avenue, LLC is a South Carolina manager-managed limited liability company with Funderburk Holding Group Limited Partnership owning 100% of the membership interests. The manager of 613 Calhoun Avenue, LLC is Funderburk Manager, LLC through its authorized member Leland P. Vaughan. The signature of the manager alone is required to transfer assets of the company and can be set forth as follows: Leland P. Vaughan, as Member of Funderburk Manager, LLC, as Manager of 613 Calhoun Avenue, LLC.
- (xi) <u>2 Lots New Market Street, LLC</u>. 2 Lots New Market Street, LLC is a South Carolina manager-managed limited liability company with Funderburk Holding Group Limited Partnership owning 100% of the membership interests. The manager of 2 Lots New Market Street, LLC is Funderburk Manager, LLC through its authorized member Leland P. Vaughan. The signature of the manager alone is required to transfer assets of the company and can be set forth as follows: Leland P. Vaughan, as Member of Funderburk Manager, LLC, as Manager of 2 Lots New Market Street, LLC.
- (xii) 1 Lot New Market Street, LLC. 1 Lot New Market Street, LLC is a South Carolina manager-managed limited liability company with Funderburk Holding Group Limited Partnership owning 100% of the membership interests. The manager of 1 Lot New Market Street, LLC is Funderburk Manager, LLC through its authorized member Leland P. Vaughan. The signature of the manager alone is required to transfer assets of the company and can be set forth as follows: Leland P. Vaughan, as Member of Funderburk Manager, LLC, as Manager of 1 Lot New Market Street, LLC.
- (xiii) Edisto Boat Slip, LLC. Edisto Boat Slip, LLC is a South Carolina manager-managed limited liability company with Funderburk Holding Group Limited Partnership owning 100% of the membership interests. The manager of Edisto Boat Slip, LLC is Funderburk Manager, LLC through its authorized member Leland P. Vaughan. The signature of the manager alone is required to transfer assets of the company and can be set forth as follows: Leland P. Vaughan, as Member of Funderburk Manager, LLC, as Manager of Edisto Boat Slip, LLC.
- (xiv) 493 Acquisitions, LLC. 493 Acquisitions, LLC is a South Carolina manager-managed limited liability company with Funderburk Holding Group Limited Partnership owning 50% of the membership interests. The managers of 493 Acquisitions, LLC are Funderburk Manager, LLC through its authorized member Leland P. Vaughan, and Lawrence Family Manager, LLC. The transfer of company assets must be authorized by both managers, but the signature of either manager is sufficient to effectuate such authorized transfers. If Funderburk Manager, LLC is the executing manager, said signature can be set forth as follows: Leland P. Vaughan, as Member of Funderburk Manager, LLC, as Manager of 493 Acquisitions, LLC.

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Mr. Dwight E. Funderburk February 25, 2011

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- Carolina manager-managed limited liability company with Funderburk Holding Group Limited Partnership owning 50% of the membership interests. The managers of Lawrence and Funderburk, LLC are Funderburk Manager, LLC through its authorized member Leland P. Vaughan, and Lawrence Family Manager, LLC. The transfer of company assets must be authorized by both managers, but the signature of either manager is sufficient to effectuate such authorized transfers. If Funderburk Manager, LLC is the executing manager, said signature can be set forth as follows: Leland P. Vaughan, as Member of Funderburk Manager, LLC, as Manager of Lawrence and Funderburk, LLC.
- 7. Funderburk Holding Group GP, LLC. Funderburk Holding Group GP, LLC is a South Carolina manager-managed limited liability company with the Revocable Trust Agreement of Dwight E. Funderburk owning 100% of the membership interests. The manager of Funderburk Holding Group GP, LLC is Funderburk Manager, LLC through its authorized member Leland P. Vaughan. The sole asset of Funderburk Holding Group GP, LLC is the 1% general partnership interest in Funderburk Holding Group Limited Partnership. The signature of the manager alone is required to transfer assets of the company and can be set forth as follows: Leland P. Vaughan, as Member of Funderburk Manager, LLC, as Manager of Funderburk Holding Group GP, LLC.
- 8. <u>Funderburk Manager, LLC</u>. Funderburk Manager, LLC is a South Carolina member-managed limited liability company with Leland P. Vaughan owning 100% of the membership interests. Funderburk Manager, LLC owns no assets. As indicated above, Funderburk Manager, LLC is the manager of various limited liability companies discussed above. The signature of Funderburk Manager, LLC can be set forth as follows: Leland Vaughan, as Member of Funderburk Manager, LLC.

I hope the information contained in this letter will be useful to you as a reference for purposes of understanding the ownership and management structure of the various entities established for your benefit. Please feel free to call me with any questions or comments you may have.

With every good wish, I remain

Very truly yours,

TAYLOR & ASSOCIATES

David Glenn Taylor, LL.M.

DT/

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B8 (Form 8) (12/08)

United States Bankruptcy Court District of South Carolina

In re	Dwight Evans Funderburk, Sr.			Case No.	12-04785
					12-0-1100
			Debtor(s)	Chapter	7
	CHAPTER 7 II	NDIVIDUAL DEBTO	OR'S STATEMENT	OF INTEN	ITION
олот	A Dalida ar ar al la comunication	- C41 (D + A -		- 1 C E A C	II dala addala da arang dibar
PARI	A - Debts secured by property property of the estate. Attach			ted for EAC	H dept which is secured by
Propert	y No. 1				
Credite -NONE	or's Name:		Describe Property S	ecuring Debt	::
	y will be (check one): Surrendered	☐ Retained			
	ning the property, I intend to (chec Redeem the property Reaffirm the debt Other. Explain		oid lien using 11 U.S.C	. § 522(f)).	
	<u> </u>	(,		. 3 (-)).	
	y is (check one):				
	Claimed as Exempt		☐ Not claimed as exe	empt	
	3 - Personal property subject to undditional pages if necessary.)	expired leases. (All three	e columns of Part B mu	st be complete	ed for each unexpired lease.
Propert	y No. 1				
Lessor	's Name: -	Describe Leased Pr	operty:	Lease will be U.S.C. § 365	e Assumed pursuant to 11 $S(p)(2)$:
oersona	e under penalty of perjury that I property subject to an unexpir March 18, 2013		intention as to any project intention as the proj	derburk, Sr.	estate securing a debt and/or

LOCAL OFFICIAL FORM 1007-1(b) TO SC LBR 1007-1

United States Bankruptcy Court District of South Carolina

In re	Dwight Evans Funderburk, Sr.		Case No.	12-04785	
		Debtor(s)	Chapter	7	

CERTIFICATION VERIFYING CREDITOR MATRIX

The above named debtor, or attorney for the debtor if applicable, hereby certifies pursuant to South Carolina Local Bankruptcy Rule 1007-1 that the master mailing list of creditors submitted either on computer diskette, electronically filed via identical in orm.

CM/EC	EF, or conventionally filed in a typed h	and copy scannable format which has been compared to, and contains and lists which are being filed at this time or as they currently exist in draft for
	Master mailing list of creditors submitted	d via:
	(a) computer diskett	re
	(b) scannable hard c (number of sheets submitted	
	(c) <u>X</u> electronic version to	filed via CM/ECF
Date:	March 18, 2013	/s/ Dwight Evans Funderburk, Sr.
		Dwight Evans Funderburk, Sr.
		Signature of Debtor
Date:	March 18, 2013	/s/ Randy A. Skinner
		Signature of Attorney
		Randy A. Skinner
		Skinner Law Firm, LLC
		300 North Main Street, Suite 201
		Greenville, SC 29601
		(864) 232-2007 Fax: (864) 232-8496
		Typed/Printed Name/Address/Telephone
		05412
		District Court I.D. Number

Case 12-04785-hb Doc 26 Filed 03/18/13 Entered 03/18/13 14:36:19 Desc Main Document Page 59 of 66

B22A (Official Form 22A) (Chapter 7) (12/10)

In re Dwight Evans Funderburk, Sr.	
Debtor(s)	According to the information required to be entered on this statement
Case Number: 12-04785	(check one box as directed in Part I, III, or VI of this statement):
(If known)	☐ The presumption arises.
	■ The presumption does not arise.
	☐ The presumption is temporarily inapplicable.

CHAPTER 7 STATEMENT OF CURRENT MONTHLY INCOME AND MEANS-TEST CALCULATION

In addition to Schedules I and J, this statement must be completed by every individual chapter 7 debtor. If none of the exclusions in Part I applies, joint debtors may complete one statement only. If any of the exclusions in Part I applies, joint debtors should complete separate statements if they believe this is required by § 707(b)(2)(C).

	Part I. MILITARY AND NON-CONSUMER DEBTORS
1A	Disabled Veterans. If you are a disabled veteran described in the Declaration in this Part IA, (1) check the box at the beginning of the Declaration, (2) check the box for "The presumption does not arise" at the top of this statement, and (3) complete the verification in Part VIII. Do not complete any of the remaining parts of this statement.
	□ Declaration of Disabled Veteran. By checking this box, I declare under penalty of perjury that I am a disabled veteran (as defined in 38 U.S.C. § 3741(1)) whose indebtedness occurred primarily during a period in which I was on active duty (as defined in 10 U.S.C. § 101(d)(1)) or while I was performing a homeland defense activity (as defined in 32 U.S.C. §901(1)).
1B	Non-consumer Debtors. If your debts are not primarily consumer debts, check the box below and complete the verification in Part VIII. Do not complete any of the remaining parts of this statement.
	■ Declaration of non-consumer debts. By checking this box, I declare that my debts are not primarily consumer debts.
	Reservists and National Guard Members; active duty or homeland defense activity. Members of a reserve component of the Armed Forces and members of the National Guard who were called to active duty (as defined in 10 U.S.C. § 101(d)(1)) after September 11, 2001, for a period of at least 90 days, or who have performed homeland defense activity (as defined in 32 U.S.C. § 901(1)) for a period of at least 90 days, are excluded from all forms of means testing during the time of active duty or homeland defense activity and for 540 days thereafter (the "exclusion period"). If you qualify for this temporary exclusion, (1) check the appropriate boxes and complete any required information in the Declaration of Reservists and National Guard Members below, (2) check the box for "The presumption is temporarily inapplicable" at the top of this statement, and (3) complete the verification in Part VIII. During your exclusion period you are not required to complete the balance of this form, but you must complete the form no later than 14 days after the date on which your exclusion period ends, unless the time for filing a motion raising the means test presumption expires in your case before your exclusion period ends.
1C	□ Declaration of Reservists and National Guard Members. By checking this box and making the appropriate entries below, I declare that I am eligible for a temporary exclusion from means testing because, as a member of a reserve component of the Armed Forces or the National Guard
	a. □ I was called to active duty after September 11, 2001, for a period of at least 90 days and □ I remain on active duty /or/ □ I was released from active duty on, which is less than 540 days before this bankruptcy case was filed;
	OR
	 b. □ I am performing homeland defense activity for a period of at least 90 days /or/ □ I performed homeland defense activity for a period of at least 90 days, terminating on, which is less than 540 days before this bankruptcy case was filed.

B22A (Official Form 22A) (Chapter 7) (12/10)

Part II. CALCULATION OF MONTHLY INCOME FOR § 707(b)(7) EXCLUSION Marital/filing status. Check the box that applies and complete the balance of this part of this statement as directed. a. Unmarried. Complete only Column A ("Debtor's Income") for Lines 3-11. b. Married, not filing jointly, with declaration of separate households. By checking this box, debtor declares under penalty of perjury: "My spouse and I are legally separated under applicable non-bankruptcy law or my spouse and I are living apart other than for the 2 purpose of evading the requirements of § 707(b)(2)(A) of the Bankruptcy Code." Complete only column A ("Debtor's Income") for Lines 3-11. ☐ Married, not filing jointly, without the declaration of separate households set out in Line 2.b above. Complete both Column A ("Debtor's Income") and Column B ("Spouse's Income") for Lines 3-11. d. Married, filing jointly. Complete both Column A ("Debtor's Income") and Column B ("Spouse's Income") for Lines 3-11. All figures must reflect average monthly income received from all sources, derived during the six Column A Column B calendar months prior to filing the bankruptcy case, ending on the last day of the month before Debtor's Spouse's the filing. If the amount of monthly income varied during the six months, you must divide the **Income Income** six-month total by six, and enter the result on the appropriate line. 3 Gross wages, salary, tips, bonuses, overtime, commissions. \$ **Income from the operation of a business, profession or farm.** Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 4. If you operate more than one business, profession or farm, enter aggregate numbers and provide details on an attachment. Do not enter a number less than zero. Do not include any part of the business expenses entered on Line b as a deduction in Part V. 4 Debtor Spouse Gross receipts Ordinary and necessary business expenses \$ Business income Subtract Line b from Line a \$ Rents and other real property income. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 5. Do not enter a number less than zero. Do not include any part of the operating expenses entered on Line b as a deduction in Part V. 5 Debtor Spouse Gross receipts \$ Ordinary and necessary operating expenses \$ Rent and other real property income Subtract Line b from Line a 6 Interest, dividends, and royalties. \$ 7 Pension and retirement income. \$ \$ Any amounts paid by another person or entity, on a regular basis, for the household expenses of the debtor or the debtor's dependents, including child support paid for that 8 purpose. Do not include alimony or separate maintenance payments or amounts paid by your spouse if Column B is completed. Each regular payment should be reported in only one column; if a payment is listed in Column A, do not report that payment in Column B. ¢ \$ **Unemployment compensation.** Enter the amount in the appropriate column(s) of Line 9. However, if you contend that unemployment compensation received by you or your spouse was a benefit under the Social Security Act, do not list the amount of such compensation in Column A or B, but instead state the amount in the space below: Unemployment compensation claimed to be a benefit under the Social Security Act | Debtor \$ Spouse \$ **Income from all other sources.** Specify source and amount. If necessary, list additional sources on a separate page. Do not include alimony or separate maintenance payments paid by your spouse if Column B is completed, but include all other payments of alimony or separate maintenance. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, crime against humanity, or as a victim of international or 10 domestic terrorism. Debtor Spouse \$ \$ a. Total and enter on Line 10 \$ Subtotal of Current Monthly Income for § 707(b)(7). Add Lines 3 thru 10 in Column A, and, if 11 Column B is completed, add Lines 3 through 10 in Column B. Enter the total(s).

12	Total Current Monthly Income for § 707(b)(7). If Column B has been completed, add Line 11, Column A to Line 11, Column B, and enter the total. If Column B has not been completed, enter the amount from Line 11, Column A.				
	Part III. APPLICATION OF § 707(b)(7) EXCLUSION				
13	Annualized Current Monthly Income for § 707(b)(7). Multiply the amount from Line 12 by the number 12 and enter the result.				
14	Applicable median family income. Enter the median family income for the applicable state and household size. (This information is available by family size at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)				
	a. Enter debtor's state of residence: b. Enter debtor's household size:	\$			
	Application of Section 707(b)(7). Check the applicable box and proceed as directed.				
15	☐ The amount on Line 13 is less than or equal to the amount on Line 14. Check the box for "The presumption does not arise" at the top of page 1 of this statement, and complete Part VIII; do not complete Parts IV, V, VI or VII.				
☐ The amount on Line 13 is more than the amount on Line 14. Complete the remaining parts of this statement.					

	Complete Part	s IV, V, VI, and VII o	of this	statement only if required.	(See Line 15.)	
	Part IV. CALCULA	ATION OF CURI	RENT	MONTHLY INCOM	1E FOR § 707(b)(2)
16	Enter the amount from Line 12.					\$
17	Marital adjustment. If you checked the box at Line 2.c, enter on Line 17 the total of any income listed in Line 11, Column B that was NOT paid on a regular basis for the household expenses of the debtor or the debtor's dependents. Specify in the lines below the basis for excluding the Column B income (such as payment of the spouse's tax liability or the spouse's support of persons other than the debtor or the debtor's dependents) and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page. If you did not check box at Line 2.c, enter zero.					
	a. b. c. d. Total and enter on Line 17			\$ \$ \$ \$		\$
18	Current monthly income for § 70°	7(b)(2). Subtract Line	17 fro	m Line 16 and enter the resu	ılt.	\$
	Part V. C.	ALCULATION (OF DI	EDUCTIONS FROM	INCOME	
	Subpart A: Dec	luctions under Stai	ndard	s of the Internal Revenu	e Service (IRS)	
19A	National Standards: food, clothing and other items. Enter in Line 19A the "Total" amount from IRS National Standards for Food, Clothing and Other Items for the applicable number of persons. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) The applicable number of persons is the number that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support.			\$		
19B	National Standards: health care. Enter in Line al below the amount from IRS National Standards for Out-of-Pocket Health Care for persons under 65 years of age, and in Line a2 the IRS National Standards for Out-of-Pocket Health Care for persons 65 years of age or older. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) Enter in Line b1 the applicable number of persons who are under 65 years of age, and enter in Line b2 the applicable number of persons who are 65 years of age or older. (The applicable number of persons in each age category is the number in that category that would currently be allowed as exemptions on your federal income tay return, plus the number of any additional dependents whom					
	Persons under 65 years of age Persons 65 years of age or older					
	a1. Allowance per person b1. Number of persons c1. Subtotal	ł	a2. o2. c2.	Allowance per person Number of persons Subtotal		\$
20A	Local Standards: housing and uti Utilities Standards; non-mortgage of available at www.usdoj.gov/ust/ or the number that would currently be any additional dependents whom you	ities; non-mortgage of xpenses for the application the clerk of the ballowed as exemption.	expens able co ankrup	es. Enter the amount of the unty and family size. (This tcy court). The applicable fa	information is amily size consists of	\$

20B	Local Standards: housing and utilities; mortgage/rent expense. En Housing and Utilities Standards; mortgage/rent expense for your count available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy count the number that would currently be allowed as exemptions on your fed any additional dependents whom you support); enter on Line b the tota debts secured by your home, as stated in Line 42; subtract Line b from not enter an amount less than zero. a. IRS Housing and Utilities Standards; mortgage/rental expense b. Average Monthly Payment for any debts secured by your	ty and family size (this information is burt) (the applicable family size consists of leral income tax return, plus the number of al of the Average Monthly Payments for any		
	home, if any, as stated in Line 42 c. Net mortgage/rental expense	Subtract Line b from Line a.	\$	
21	Local Standards: housing and utilities; adjustment. If you contend that the process set out in Lines 20A and 20B does not accurately compute the allowance to which you are entitled under the IRS Housing and Utilities Standards, enter any additional amount to which you contend you are entitled, and state the basis for your contention in the space below:			
22A	Local Standards: transportation; vehicle operation/public transportation expense. You are entitled to an expense allowance in this category regardless of whether you pay the expenses of operating a vehicle and regardless of whether you use public transportation. Check the number of vehicles for which you pay the operating expenses or for which the operating expenses are included as a contribution to your household expenses in Line 8. D D D 1 D 2 or more. If you checked 0, enter on Line 22A the "Public Transportation" amount from IRS Local Standards: Transportation. If you checked 1 or 2 or more, enter on Line 22A the "Operating Costs" amount from IRS Local Standards: Transportation for the applicable number of vehicles in the applicable Metropolitan Statistical Area or Census Region. (These amounts are available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)			
22B	Local Standards: transportation; additional public transportation expense. If you pay the operating expenses for a vehicle and also use public transportation, and you contend that you are entitled to an additional deduction for you public transportation expenses, enter on Line 22B the "Public Transportation" amount from IRS Local Standards: Transportation. (This amount is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)			
23	Local Standards: transportation ownership/lease expense; Vehicle 1. Check the number of vehicles for which you claim an ownership/lease expense. (You may not claim an ownership/lease expense for more than two vehicles.) □ 1 □ 2 or more. Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 1, as stated in Line 42; subtract Line b from Line a and enter the result in Line 23. Do not enter an amount less than zero. a. IRS Transportation Standards, Ownership Costs Average Monthly Payment for any debts secured by Vehicle b. 1, as stated in Line 42			
24	Local Standards: transportation ownership/lease expense; Vehicle the "2 or more" Box in Line 23. Enter, in Line a below, the "Ownership Costs" for "One Car" from the (available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy c Monthly Payments for any debts secured by Vehicle 2, as stated in Lin the result in Line 24. Do not enter an amount less than zero. a. IRS Transportation Standards, Ownership Costs Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 42 c. Net ownership/lease expense for Vehicle 2	\$ \$		
25	Other Necessary Expenses: taxes. Enter the total average monthly ex state and local taxes, other than real estate and sales taxes, such as inconsecurity taxes, and Medicare taxes. Do not include real estate or sales	ome taxes, self employment taxes, social	\$	

B22A (Official Form 22A) (Chapter 7) (12/10)

26	Other Necessary Expenses: involuntary deductions for emp deductions that are required for your employment, such as retir Do not include discretionary amounts, such as voluntary 40	\$	
27	Other Necessary Expenses: life insurance. Enter total average monthly premiums that you actually pay for term life insurance for yourself. Do not include premiums for insurance on your dependents, for whole life or for any other form of insurance.		
28	Other Necessary Expenses: court-ordered payments. Enter pay pursuant to the order of a court or administrative agency, sinclude payments on past due obligations included in Line 4	such as spousal or child support payments. Do not	\$
29	Other Necessary Expenses: education for employment or for the total average monthly amount that you actually expend for education that is required for a physically or mentally challeng providing similar services is available.	education that is a condition of employment and for	\$
30	Other Necessary Expenses: childcare. Enter the total average childcare - such as baby-sitting, day care, nursery and preschool.		\$
31	Other Necessary Expenses: health care. Enter the total average monthly amount that you actually expend on health care that is required for the health and welfare of yourself or your dependents, that is not reimbursed by insurance or paid by a health savings account, and that is in excess of the amount entered in Line 19B. Do not include payments for health insurance or health savings accounts listed in Line 34.		
32	Other Necessary Expenses: telecommunication services. Enter the total average monthly amount that you actually pay for telecommunication services other than your basic home telephone and cell phone service - such as pagers, call waiting, caller id, special long distance, or internet service - to the extent necessary for your health and welfare or that of your dependents. Do not include any amount previously deducted.		
33	Total Expenses Allowed under IRS Standards. Enter the to	tal of Lines 19 through 32.	\$
	Note: Do not include any expense	s that you have listed in Lines 19-32	
34	Health Insurance, Disability Insurance, and Health Savings the categories set out in lines a-c below that are reasonably ned dependents.		
34	a. Health Insurance \$		
	b. Disability Insurance \$		
	c. Health Savings Account \$		\$
	Total and enter on Line 34. If you do not actually expend this total amount, state your actual total average monthly expenditures in the space below: \$		
35	Continued contributions to the care of household or family expenses that you will continue to pay for the reasonable and rill, or disabled member of your household or member of your expenses.	\$	
36	Protection against family violence. Enter the total average reasonably necessary monthly expenses that you actually incurred to maintain the safety of your family under the Family Violence Prevention and Services Act or other applicable federal law. The nature of these expenses is required to be kept confidential by the court.		
37	Home energy costs. Enter the total average monthly amount, in excess of the allowance specified by IRS Local Standards for Housing and Utilities, that you actually expend for home energy costs. You must provide your case trustee with documentation of your actual expenses, and you must demonstrate that the additional amount claimed is reasonable and necessary.		
38	Education expenses for dependent children less than 18. Enter the total average monthly expenses that you actually incur, not to exceed \$147.92* per child, for attendance at a private or public elementary or secondary		

^{*} Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

39	Additional food and clothing expense. Enter the total average monthly amount by which your food and clothing expenses exceed the combined allowances for food and clothing (apparel and services) in the IRS National Standards, not to exceed 5% of those combined allowances. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) You must demonstrate that the additional amount claimed is reasonable and necessary.				\$		
40	Cont	tinued charitable contributions.	Enter the amount that you will conting rganization as defined in 26 U.S.C. § 1	nue t 170(o contribute in th c)(1)-(2).	e form of cash or	\$
41	Total	l Additional Expense Deduction	ns under § 707(b). Enter the total of I	ines	s 34 through 40		\$
		S	Subpart C: Deductions for De	bt l	Payment		
42	Future payments on secured claims. For each of your debts that is secured by an interest in property that you own, list the name of the creditor, identify the property securing the debt, and state the Average Monthly Payment, and check whether the payment includes taxes or insurance. The Average Monthly Payment is the total of all amounts scheduled as contractually due to each Secured Creditor in the 60 months following the filing of the bankruptcy case, divided by 60. If necessary, list additional entries on a separate page. Enter the total of the Average Monthly Payments on Line 42.						
		Name of Creditor	Property Securing the Debt	A	Average Monthly Payment	Does payment include taxes or insurance?	
	a.			\$		□yes □no	
				,	Total: Add Lines	3	\$
43	Other payments on secured claims. If any of debts listed in Line 42 are secured by your primary residence, a motor vehicle, or other property necessary for your support or the support of your dependents, you may include in your deduction 1/60th of any amount (the "cure amount") that you must pay the creditor in addition to the payments listed in Line 42, in order to maintain possession of the property. The cure amount would include any sums in default that must be paid in order to avoid repossession or foreclosure. List and total any such amounts in the following chart. If necessary, list additional entries on a separate page. Name of Creditor Property Securing the Debt 1/60th of the Cure Amount						
	a.				\$ T	otal: Add Lines	\$
44	Payments on prepetition priority claims. Enter the total amount, divided by 60, of all priority claims, such as					aims, such as	\$
			If you are eligible to file a case under the amount in line b, and enter the res				
45	a.	Projected average monthly Ch		\$			
	b. Current multiplier for your district as determined under schedules issued by the Executive Office for United States Trustees. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) c. Average monthly administrative expense of Chapter 13 case		x To	otal: Multiply Lin	es a and h	\$	
46	c. Average monthly administrative expense of Chapter 13 case Total: Multiply Lines a and b Total Deductions for Debt Payment. Enter the total of Lines 42 through 45.				\$		
10					Ф		
Subpart D: Total Deductions from Income Total of all deductions allowed under \$ 707(b)(2). Enter the total of Lines 22, 41, and 46.					\$		
47 Total of all deductions allowed under § 707(b)(2). Enter the total of Lines 33, 41, and 46. Part VI. DETERMINATION OF § 707(b)(2) PRESUMPTION					Ψ		
48	Ente) I KESUMII	11011	\$
49	Enter the amount from Line 18 (Current monthly income for § 707(b)(2)) Enter the amount from Line 47 (Total of all deductions allowed under § 707(b)(2))					\$	
50		•	707(b)(2). Subtract Line 49 from Line			ılt.	\$
51			§ 707(b)(2). Multiply the amount in Li				-
	result				l ¢		

	Initial presumption determination. Check the applicable box and proceed as directed.				
52	☐ The amount on Line 51 is less than \$7,025*. Check the box for "The presumption does not arise" at the top of page 1 of this statement, and complete the verification in Part VIII. Do not complete the remainder of Part VI.				
32	☐ The amount set forth on Line 51 is more than \$11,725* Check the box for "The presumption arises" at the top of statement, and complete the verification in Part VIII. You may also complete Part VII. Do not complete the remaind				
	☐ The amount on Line 51 is at least \$7,025*, but not more than \$11,725*. Complete the remainder of Part VI (L	ines 53 through 55).			
53	Enter the amount of your total non-priority unsecured debt	\$			
54	Threshold debt payment amount. Multiply the amount in Line 53 by the number 0.25 and enter the result.	\$			
	Secondary presumption determination. Check the applicable box and proceed as directed.				
55	☐ The amount on Line 51 is less than the amount on Line 54. Check the box for "The presumption does not arise" at the top of page 1 of this statement, and complete the verification in Part VIII.				
	☐ The amount on Line 51 is equal to or greater than the amount on Line 54. Check the box for "The presumption arises" at the top of page 1 of this statement, and complete the verification in Part VIII. You may also complete Part VII.				
	Part VII. ADDITIONAL EXPENSE CLAIMS				
56	Other Expenses. List and describe any monthly expenses, not otherwise stated in this form, that are required for the you and your family and that you contend should be an additional deduction from your current monthly income under 707(b)(2)(A)(ii)(I). If necessary, list additional sources on a separate page. All figures should reflect your average neach item. Total the expenses.	er §			
	Expense Description Monthly Amount	nt			
	a. \$	\exists			
	b.	\dashv			
	d. \$	7			
	Total: Add Lines a, b, c, and d \$	<u> </u>			
	Part VIII. VERIFICATION				
	I declare under penalty of perjury that the information provided in this statement is true and correct. (If this is a joint	t case, both debtors			
57	must sign.) Date: March 18, 2013 Signature: /s/ Dwight Evans Funderburk (Debtor)				

^{*} Amounts are subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

Current Monthly Income Details for the Debtor

Debtor Income Details:

Income for the Period 02/01/2012 to 07/31/2012.

Line 10 - Income from all other sources

Source of Income: Annuity Income

Income by Month:

6 Months Ago:	02/2012	\$19,250.00
5 Months Ago:	03/2012	\$19,250.00
4 Months Ago:	04/2012	\$19,250.00
3 Months Ago:	05/2012	\$19,250.00
2 Months Ago:	06/2012	\$19,250.00
Last Month:	07/2012	\$19,250.00
	Average per month:	\$19,250.00

Non-CMI - Social Security Act Income

Source of Income: Social Security

Income by Month:

6 Months Ago:	02/2012	\$1,804.00
5 Months Ago:	03/2012	\$1,804.00
4 Months Ago:	04/2012	\$1,804.00
3 Months Ago:	05/2012	\$1,804.00
2 Months Ago:	06/2012	\$1,804.00
Last Month:	07/2012	\$1,804.00
	Average per month:	\$1,804.00